

COMMONWEALTH OF MASSACHUSETTS

Norfolk, SS

Superior Court  
Civil Action No.

03 01678

Virginia G. Keefe  
Individually and as  
Administratrix of the Estate  
Of John P. Keefe, III  
Plaintiff

COMPLAINT

vs.

Monumental Life Insurance  
Company  
Defendant

RECEIVED  
CLERK OF THE COURTS  
NORFOLK COUNTY  
12/9/03

Now come the Plaintiff in the above captioned matter and states as follows.

1. The Plaintiff is an individual who currently resides at 16 Arcadia Road, Weymouth, Norfolk County, Massachusetts.
2. On April 19, 2000 Plaintiff was duly appointed as administratrix of the estate of John P. Keefe, III on behalf of herself and her five children. (See exhibit "A" submitted herewith).
3. The Defendant, Monumental Life Insurance Company, the insurer maintain its administrative offices in Baltimore, Maryland and solicits business in Massachusetts.
4. On or about July 3, 1999 the Plaintiff and her husband enrolled in the Mortgage Accidental Death Plan offered by Defendant. This plan was designed to payoff a mortgage loan up to \$250,000.00 in the case of accidental death of one of the parties.
5. The first three months of coverage are provided at no cost to the participants of the plan. (See Exhibit "B" submitted herewith).
6. At all times the Plaintiff was told by representatives of the insurer that full coverage for accidental death covered in full even during the three months of no cost coverage.
7. John P. Keefe III died as a result of fatal injuries incurred on a boating trip on September 7, 1999.
8. Said fatal accident was fully investigated by Massachusetts State Police.
9. A Death Certificate has not been due to the fact that a body was never found.


10. A legal presumption of death was found by Judge Kopelman of the Norfolk County Probate and Family Court, Docket No. 00P0585AD at a hearing on March 3, 2000.
11. A claim was duly filed with Defendant for payment of the Accidental Death Coverage to payoff the outstanding mortgage on the property located at 16 Arcadia Road, Weymouth, Massachusetts.
12. To date, despite numerous demands and correspondence said claim has not been honored by the Defendant.
13. Plaintiff has suffered economic and emotional hardship as a direct result of Defendant's actions.

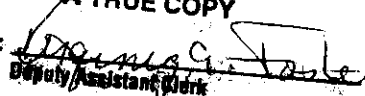
Wherefore, Plaintiff requests that this Honorable Court order the following.

1. That Defendant be ordered to pay to Plaintiff the amount of the mortgage as of September 7, 1999.
2. That Defendant be ordered to pay treble damages as a result of its unfair and deceptive business practices.
3. That Plaintiff be awarded her costs and legal fees.
4. Such other relief as this Court deem just and proper.

Date: May 19, 2003

The Plaintiff  
By her Attorney,

  
**JANET SESNOVICH**  
34 School Street, Suite 203  
P.O. Box 439  
Foxborough, MA 02035  
(508) 543-3000  
BBO #452120

A TRUE COPY  
Attest:   
Deputy Assistant Clerk  
11/20/04

**Commonwealth of Massachusetts**  
**The Trial Court**  
**Probate and Family Court Department**

Norfolk Division

Docket No.

00P2585 AD

**Administration With/Without Sureties**

Name of Decedent John Paul Keefe, IIIDomicile at Death 16 Arcadia Road Weymouth  
(Street and No.)Norfolk  
(City or Town)02188  
(County)(Zip)Date of Death September 7, 1999Name and address of Petitioner(s) Virginia G. Keefe, 16 Arcadia Road, Weymouth,  
Norfolk County, MA 02188Status Widow

Heirs at law or next of kin of deceased including surviving spouse:

| Name                      | Residence<br><small>(minors and incompetents must be so designated)</small> | Relationship   |
|---------------------------|---|----------------|
| Virginia G. Keefe         | 16 Arcadia Road, Weymouth   | Spouse         |
| Rachel Marie Keefe        | 16 Arcadia Road, Weymouth   | minor daughter |
| Elizabeth Katherine Keefe | 16 Arcadia Road, Weymouth   | minor daughter |
| John Paul Keefe, IV       | 16 Arcadia Road, Weymouth   | minor son      |
| Gregory Keefe             | 16 Arcadia Road, Weymouth   | minor son      |
| Samantha Keefe            | 16 Arcadia Road, Weymouth   | minor daughter |

☒ The petitioner(s) hereby certifies that a copy of this document, along with a copy of the decedent's death certificate, has been sent by certified mail to the Division of Medical Assistance, P.O. Box 86, Essex Station, Boston, Massachusetts 02112.

Petitioner(s) pray(s) that he/she/they or some other suitable person \_\_\_\_\_ be appointed of \_\_\_\_\_ in the County of Norfolk \_\_\_\_\_ administratrix of said estate with/without surety on his/her/their bond(s) and certifies under the penalties of perjury that the foregoing statements are true to the best of his/her/their knowledge and belief.

Date March 8, 2000

Signature(s)

Virginia G. Keefe  
VIRGINIA G. KEEFE

The undersigned hereby assent to the foregoing petition.

**DECREE**

All persons interested having been notified in accordance with the law or having assented and no objections being made thereto, it is decreed that Virginia G. Keefe of Weymouth County of Norfolk be appointed administratrix of the estate first giving bond with out sureties for the due performance of said trust.

Date APR 19 2000

Patricia J. Jm  
 JUSTICE OF THE PROBATE AND FAMILY COURT

# FAMILY SECURE

Underwritten by Monumental Life Insurance Company

## PAYS YOUR MORTGAGE IN FULL

Your benefit is equal to your outstanding mortgage balance, up to \$250,000†, in the event of your untimely death due to a covered accident. If your current mortgage balance is \$50,000 or greater, your benefit reduces to match the outstanding balance of your mortgage or \$25,000\*, whichever is greater. If your current mortgage balance is below \$50,000, your benefit equals \$50,000\*. Your beneficiary receives the difference between what is owed on the mortgage and your payable benefit.

## THREE MONTHS AT NO COST TO YOU

The first three months of coverage are provided at no cost to you. Simply complete and return the Activation Form to give your family the security they need and deserve.

## AFFORDABLE GROUP PREMIUMS

Your mortgage company is making this plan available to valued customers, like you, so you receive affordable group premiums. You cannot be singled out for a premium increase. Your premium will not change unless rates are changed for everyone insured under this plan.

## YOU'RE PRE-APPROVED

Every customer between the ages of 18 and 69 who enrolls for coverage will be accepted – regardless of health or occupation. No physical examination is necessary, and there are no medical questions to answer.

## 30% DISCOUNT ON JOINT COVERAGE

You can protect your co-mortgagor with the same valuable coverage you choose for yourself. Joint coverage is available at more than a 30% discount, making this a smart decision for both one- and two-income households.

## RENEWAL OF COVERAGE

Your coverage automatically renews to age 80. It will not be canceled as long as your mortgage loan remains active at First Nationwide Mortgage, your monthly insurance premiums are paid when due and the Master Policy remains in effect.

## ABSOLUTELY RISK-FREE

Review your Certificate of Insurance for 30 days after it arrives. If you don't want the coverage, simply return the Certificate to us within 30 days. No questions asked.

## SEND NO MONEY NOW

After the three-month no-cost period, your premium will be automatically collected with your monthly mortgage payment.

## ABOUT THE UNDERWRITER

Family Secure is underwritten by Monumental Life Insurance Company. Monumental Life is currently rated "A+" (Superior) for financial strength and operating performance by A.M. Best Company and "AAA" (Superior Financial Security) for claims-paying ability by Standard & Poor's Insurance Rating Services.

## WHAT'S NOT COVERED\*\*

Benefits will be paid for any accidental death except when caused by or resulting from: Suicide, attempted suicide, or intentionally self-inflicted injury while sane or insane; sickness or its medical or surgical treatment, including diagnosis; declared or undeclared war or any act of war; participating in a riot; committing an assault or felony; bacterial infection, except through a wound accidentally sustained; taking of any drug, medication, narcotic or hallucinogen, except as prescribed by a physician; taking of alcohol in combination with any drug, medication or sedative; alcohol intoxication, as defined in the state where the accident occurred; voluntary gas inhalation or poison voluntarily taken, administered or inhaled; operating or riding in any aircraft, except as a fare-paying passenger on a regularly scheduled commercial flight.

\* Not applicable in AZ and PA. Benefit is equal to outstanding mortgage balance.

\*\*Exclusions differ in Missouri, Connecticut and South Carolina. See your Certificate of Insurance for details.

† Up to \$125,000 in TX

This is an outline of your coverage under Family Secure. Complete information is contained in the Master Policy issued by Monumental Life Insurance Company.

"B"

**FAMILY SECURE**  
**ACCIDENTAL DEATH INSURANCE PLAN**  
Underwritten by Monumental Life Insurance Company

Dear Homeowner,

Family Secure pays off your mortgage up to \$250,000 in the event of your untimely death due to a covered accident. Instead of facing years of mortgage payments, your family could own their home free and clear.

**3 MONTHS AT NO  
COST TO YOU**

Your first three months of coverage are provided at no cost to you. After the first three months, your affordable coverage will continue without interruption. Your benefit is always at least equal to your outstanding mortgage balance up to \$250,000. See the Plan Highlights on the back of this letter for full details on benefit amounts.

**30% SAVINGS FOR  
JOINT PROTECTION**

To enhance your family's security, you have the option of selecting joint coverage for you and your spouse at more than a 30% discount. With joint coverage, your mortgage will be paid off up to \$250,000 (TX residents: \$125,000 policy benefit limit) in the event either of you dies due to a covered accident.

**QUICK AND  
EASY-TO-ACTIVATE  
COVERAGE**

Every customer between the ages of 18 and 69 is pre-approved for coverage. There are no health questions to answer and no medical exams. Just complete and mail the attached Activation Form to take advantage of this limited-time offer. Send no money now. Your premium will be automatically collected with your monthly mortgage payment.

**ABSOLUTELY  
NO RISK**

With Family Secure there is absolutely no risk to you. You may cancel your coverage at any time with no penalty. When you send in your completed Activation Form, we will send you a Certificate containing all contract provisions. Look it over for 30 days.

**QUESTIONS  
1-800-423-9369**

If you decide for any reason that the plan isn't for you, just return your Certificate to Monumental Life within 30 days of receipt and your insurance will be canceled. No questions asked.

First Nationwide Mortgage Corporation has chosen Monumental Life Insurance Company to offer this plan to you because of our quality reputation and financial stability. Please don't wait to mail your completed Activation Form. You have absolutely nothing to risk by returning it today. If you do, you won't need to worry about what might happen. You'll know.

Sincerely,



J.M. Anderson  
Vice President  
Monumental Life Insurance Company

P.S. Remember, the first three months of coverage are no cost to you.

(TO PLAINTIFF'S ATTORNEY: PLEASE CIRCLE TYPE OF ACTION INVOLVED:-  
TORT - MOTOR VEHICLE TORT - CONTRACT -  
EQUITABLE RELIEF - OTHER.)

3.0

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss.

RECEIVED & FILED  
CLERK OF THE COURTS  
NORFOLK COUNTY

12/11/03

SUPERIOR COURT  
CIVIL ACTION

NO. CV2003-01678

Virginia Keefe, Individually, Plaintiff(s)  
and as Administratrix

v.

Monumental Life Ins. Co., Defendant(s)

SUMMONS

To the above-named Defendant: Monumental Life Ins. Co.

You are hereby summoned and required to serve upon Janet Sesnovich, 02035  
plaintiff's attorney, whose address is P.O. Box 439 Foxboro, MA, an answer to the com-  
plaint which is herewith served upon you, within 20 days after service of this summons upon you,  
exclusive of the day of service. If you fail to do so, judgment by default will be taken against you  
for the relief demanded in the complaint. You are also required to file your answer to the com-  
plaint in the office of the Clerk of this court at Dedham either before service upon plaintiff's attorney  
or within a reasonable time thereafter.

Unless otherwise provided by Rule 13(a), your answer must state as a counterclaim  
any claim which you may have against the plaintiff which arises out of the transaction or occur-  
rence that is the subject matter of the plaintiff's claim or you will thereafter be barred from making  
such claim in any other action.

WITNESS, SUZANNE V. DELVECCHIO, Esquire, at Dedham the 24th  
day of November, in the year of our Lord two thousand and three

Tristen D. Dymally Clerk.

A TRUE COPY

Attest:

Virginia G. Foster  
Deputy Assistant Clerk

NOTES:

1. This summons is issued pursuant to Rule 4 of the Massachusetts Rules of Civil Procedure.
2. When more than one defendant is involved, the names of all defendants should appear in the caption.  
If a separate summons is used for each defendant, each should be addressed to the particular defendant.

COMMONWEALTH OF MASSACHUSETTS

PLAINTIFF: VIRGINIA KEEFE

CASE: CV2003-01070

DEFENDANT: MONUMENTAL LIFE INSURANCE

MONUMENTAL LIFE INSURANCE CO.

SHELIA CHERRY

MONUMENTAL LIFE INSURANCE CO. BY DELIVERY TO GERARDO PUIG, ASST.  
GENERAL COUNSEL, AUTHORIZED TO ACCEPT  
1111 N. CHARLES STREET  
BALTIMORE, MD 21213

12/4/03 1:08PM ONE LEFT IM WITH C. GUMMONS, COMPLAINT AND

DESCRIPTION: RACE W SEX M HGT 5'9" WGT 180 AGE 49

Our fee for service was:

I WAS UNABLE TO SERVE BECAUSE

We suggest:

I AM A COMPETENT PERSON OVER THE AGE OF EIGHTEEN (18), AND NOT A PARTY TO THE ACTION.

PROCESS SERVER SIGNATURE

Attorney Services Corporation  
2300 North Charles Street  
Baltimore, Maryland 21218

(410) 467-6633

*Angela L. Smith*  
*rydman up 10/17/05*



DOCKET NO.(S)

**CIVIL ACTION  
COVER SHEET**

03 01678

Trial Court of Massachusetts  
Superior Court Department  
County: Norfolk

PLAINTIFF(S)

Virginia Keefe, Individually  
and as Administratrix

DEFENDANT(S)

Monumental Life Insurance Co.

ATTORNEY, FIRM NAME, ADDRESS AND TELEPHONE 508-543-3000

Janet Sesnovich  
34 School St., Foxboro, MA

Board of Bar Overseers number: 452120

ATTORNEY (if known)

A ✓

**Origin code and track designation**

Place an x in one box only:

- ☒ 1. F01 Original Complaint
- ☐ 2. F02 Removal to Sup.Ct. C.231,s.104  
(Before trial) (F)
- ☐ 3. F03 Retransfer to Sup.Ct. C.231,s.102C (X)

- ☐ 4. F04 District Court Appeal c.231, s. 97 & 104 (After trial) (X)
- ☐ 5. F05 Reactivated after rescript; relief from judgment/Order (Mass.R.Civ.P. 60) (X)
- ☐ 6. E10 Summary Process Appeal (X)

**TYPE OF ACTION AND TRACK DESIGNATION (See reverse side)**

CODE NO.

TYPE OF ACTION (specify)

TRACK

IS THIS A JURY CASE?

D 01

Specific performance A

( X ) Yes

( ) No

The following is a full, itemized and detailed statement of the facts on which plaintiff relies to determine money damages. For this form, disregard double or treble damage claims; indicate single damages only.

**TORT CLAIMS**

(Attach additional sheets as necessary)

A. Documented medical expenses to date:

1. Total hospital expenses ..... \$
2. Total Doctor expenses ..... \$
3. Total chiropractic expenses ..... \$
4. Total physical therapy expenses ..... \$
5. Total other expenses (describe) ..... \$

Subtotal \$

B. Documented lost wages and compensation to date ..... \$

C. Documented property damages to date ..... \$

D. Reasonably anticipated future medical and hospital expenses ..... \$

E. Reasonably anticipated lost wages ..... \$

F. Other documented items of damages (describe) ..... \$

G. Brief description of plaintiff's injury, including nature and extent of injury (describe)

\$

**TOTAL \$** .....

**CONTRACT CLAIMS**

(Attach additional sheets as necessary)

Provide a detailed description of claim(s):

Plaintiff and her late husband purchased mortgage insurance effective July, 1999, from the Defendant. Plaintiff's husband died as the result of a fatal boating accident on Sept., 7, 1999. Defendant will not honor claim. **TOTAL \$ 164,000.00**

PLEASE IDENTIFY, BY CASE NUMBER, NAME AND COUNTY, ANY RELATED ACTION PENDING IN THE SUPERIOR COURT DEPARTMENT

"I hereby certify that I have complied with the requirements of Rule 5 of the Supreme Judicial Court Uniform Rules on Dispute Resolution (SJC Rule 1:18) requiring that I provide my clients with information about court-connected dispute resolution services and discuss with them the advantages and disadvantages of the various methods."

Signature of Attorney of Record

A TRUE COPY

DATE: 6/16/03

Attest:

Deputy Assistant Clerk

11/26/04



4.0

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss.

NORFOLK SUPERIOR COURT  
Civil Action No. 2003-01678

VIRGINIA G. KEEFE, Individually  
And as Administratrix of the Estate  
Of JOHN P. KEEFE, III  
Plaintiff,

v.

MONUMENTAL LIFE INSURANCE  
COMPANY  
Defendant.

RECEIVED & FILED  
CLERK OF THE COURTS  
NORFOLK COUNTY

3/5/04

**NOTICE OF FILING PETITION FOR REMOVAL**

The defendant, Monumental Life Insurance Company, hereby gives notice that on December 30, 2003 it served a Petition for Removal to the United States District Court for the District of Massachusetts pursuant to 28 U.S.C. §1441(b). A copy of the defendant's Petition for Removal is attached hereto.

PLEASE TAKE FURTHER NOTICE that, pursuant to 28 U.S.C. § 1446, the filing of this Petition removes this action to the Federal Court, and this Court may "proceed no further unless and until the case is remanded." 28 U.S.C. § 1446(d).

**MONUMENTAL LIFE INSURANCE  
COMPANY**

By Its Attorney,

*Robert P. La Hait*

Robert P. La Hait  
BBO #551000

**FITZHUGH, PARKER & ALVARO, LLP**

155 Federal Street, Suite 1700  
Boston, MA 02110-1727  
(617) 695-2330

A TRUE COPY

Attest:

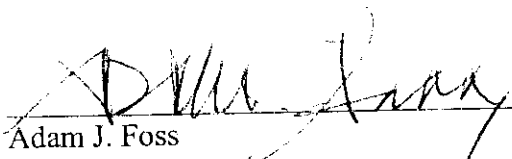
*Lynne C. Foster*  
Deputy Assistant Clerk

11/26/04

**CERTIFICATE OF SERVICE**

I hereby certify that on February 10, 2004 I have served the above *Notice of Filing Petition for Removal* upon all counsel of record listed below by regular mail, postage prepaid.

Janet Sesnovich, Esq.  
34 School Street, Suite 203  
P.O. Box 439  
Foxborough, MA 02035

  
Adam J. Foss



UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS

VIRGINIA G. KEEFE, Individually  
And as Administratrix of the Estate  
Of JOHN P. KEEFE, III  
Plaintiff,

v.

MONUMENTAL LIFE INSURANCE  
COMPANY  
Defendant.

2003 DEC 31 A 9:04

U.S. DISTRICT COURT  
DISTRICT OF MASS.

03-12651-MLW

RECEIPT # \_\_\_\_\_  
AMOUNT \$ 150.00  
SUMMONS ISSUED W/A  
LOCAL RULE 4.1 \_\_\_\_\_  
WAIVER FORM \_\_\_\_\_  
MCF ISSUED \_\_\_\_\_  
BY DPTY. CLK. PM  
DATE 12-31-03

MAGISTRATE JUDGE Collins

**PETITION FOR REMOVAL**

TO THE JUDGES OF THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MASSACHUSETTS:

The defendant, Monumental Life Insurance Company ("Monumental"), files this Petition for Removal pursuant to 28 U.S.C. §1446(a), and respectfully submits that:

1. Monumental has been served with the Complaint and Summons in the matter entitled *VIRGINIA G. KEEFE, Individually And as Administratrix of the Estate Of JOHN P. KEEFE, III v. MONUMENTAL LIFE INSURANCE COMPANY*, Norfolk County Superior Court, Civil Action No. 2003-01678. A true, accurate and complete copy of the Civil Action Cover Sheet, Complaint and Summons are attached hereto as Exhibit "A." The Complaint constitutes all process, pleadings and orders served upon Monumental in this matter to date.

2. Removal to the United States District Court for the District of Massachusetts in Boston is appropriate as (1) the United States District Court has original jurisdiction over the action, and (2) the United States District Court for the District of Massachusetts, Eastern Section embraces the place, i.e., Norfolk County, where the action is pending. 28 U.S.C. §1441(a).

3. Original jurisdiction is based upon the diversity of citizenship of the parties. Plaintiff, Virginia Keefe, individually and as the administratrix of the estate of John P. Keefe, III,

is a resident of Norfolk County, Commonwealth of Massachusetts. Monumental is a corporation duly organized under the laws of the State of Maryland. Furthermore, the amount in controversy is expected to exceed the value of \$75,000, inasmuch as the plaintiff has alleged in the Civil Action Cover Sheet filed with her Complaint that Monumental owes her \$164,000.00 dollars pursuant to a mortgage accidental death policy.

Promptly after the filing of this Petition for Removal, a copy of the Petition will be filed with the Clerk of Courts for the Norfolk County Superior Court, and all adverse parties will receive written notice of the filing of this Petition for Removal.

WHEREFORE, the defendant, Monumental prays that this action be removed from the Norfolk County Superior Court to the United States District Court for the District of Massachusetts.

**MONUMENTAL LIFE INSURANCE  
COMPANY,**

By Its Attorney,

A handwritten signature in cursive script, appearing to read "Robert P. La Hait", is written over a horizontal line.

Robert P. La Hait

BBO #551000

**FITZHUGH, PARKER & ALVARO, LLP**

155 Federal Street, Suite 1700

Boston, MA 02110-1727

(617) 695-2330

**CERTIFICATE OF SERVICE**

I hereby certify that on December 30, 2003 I have served the above *Petition for Removal* upon all counsel of record listed below by regular mail, postage prepaid.

Janet Sesnovich, Esq.  
34 School Street, Suite 203  
P.O. Box 439  
Foxborough, MA 02035

  
Robert P. La Halt